

D.C. OFFICE OF PUBLIC EDUCATION FACILITIES MODERNIZATION

REQUEST FOR PROPOSALS

RADIATOR COVERS

October 13, 2008

Proposal Due Date: **October 30, 2008 by 5 p.m. EDT**

Preproposal Conference: **October 21, 2008 at 10:30 a.m. EDT**

Contact: Thomas D. Bridenbaugh
 Leftwich & Ludaway, LLC
 1400 K Street, NW
 Suite 1000
 Washington, D.C. 20005
 Phone: (202) 434-9100

Solicitation # GM-08-NC-1013-FM

Executive Summary

The Office of Public Education Facilities Modernization (“Office” or “OPEFM”) is issuing this Request for Proposals to engage a contractor to manufacture and deliver custom-fabricated radiator covers to various District of Columbia Public Schools (“DCPS”) for installation in Pre-K to Grade 5 classrooms, as well as certain multipurpose classrooms. In general, the selected contractor will be required to: (i) inventory and measure the radiators in each OPEFM specified classroom; (ii) custom-fabricate covers for those radiators; and (iii) coordinate delivery of the radiator covers to an OPEFM specified contractor for installation (the “Project”). Installation of the radiator covers will be by others.

A.1 Form of Contract

The Form of Contract will be issued as an addendum to this RFP. Offerors should carefully review the Form of Contract when submitting their proposal. To the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their proposal premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in their proposal. A proposal that fails to specifically identify and describe the requested changes shall be deemed non-responsive.

A.2 Compensation

The Office intends to purchase these radiator covers on a unit rate basis. The Offeror should bid a unit rate for a radiator cover that is approximately 4 feet long, 2.5 to 3 feet tall, and 9 inches deep. Offeror’s unit rate should include the manufacturing and delivery of the radiator covers FOB for installation by OPEFM’s specified contractors. For purposes of this bid, Offeror should assume a total approximate number of radiator covers as specified on **Attachment A**. Each unit rate bid by the Offeror should include sufficient funding to cover all of the costs necessary to fully complete the Project, including, but not limited to, labor, materials, site visits to measure and inventory the radiator covers, insurance and bonding, home office overhead and profit.

A.3 Economic Inclusion

The Office desires that Local, Small and Disadvantaged Business Enterprises (“LSDBEs”) participate in this project to the greatest extent possible and desires that such businesses perform at least fifty percent (50%) of the work under this procurement. As the Office anticipates that the radiator covers will be manufactured outside the District of Columbia, the Office appreciates that such a percentage may not be achievable for this procurement. Offerors are encouraged to consider the use of LSDBEs to the greatest extent practical such as for shipping, field measurement, etc. The Office will also require that the selected contractor and all of its subconsultants, subcontractors, and suppliers, enter into a First Source Employment Agreement

with the Department of Employment Services and hire fifty-one percent (51%) District residents for all new jobs created on the project. Please see **Part C** of this RFP for additional information.

A.4 Selection Criteria

Proposals will be evaluated in accordance with **Part D** of this RFP. The following evaluation criteria will be used:

- Radiator Cover Qualities & Characteristics (15 points)
- Company Experience & References (15 points)
- Project Management Plan & Delivery Schedule (20 points)
- Cost (45 points)
- LSDBE Compliance/Utilization (5 points)

A.5 Procurement Schedule

The schedule for this procurement is as follows:

- | | |
|---|--------------------------------|
| • Issue RFP | - October 13, 2008 |
| • Pre-proposal Conference | - October 21, 2008 at 10:30 am |
| • Last Day for Questions/Clarifications | - October 27, 2008 |
| • Proposals Due | - October 30, 2008 at 5:00 pm |
| • Notice of Award | - First week of November |

A.6 Attachments

- | | |
|---------------------|--|
| Attachment A | - Approximate Number & Location of Radiators |
| Attachment B | - Form of Offer Letter |
| Attachment C | - Disclosure Statement |
| Attachment D | - Tax Affidavit |

SECTION B SCOPE OF WORK

B.1 Scope of Work

The Office of Public Education Facilities Modernization (“Office” or “OPEFM”) is issuing this Request for Proposals to engage a contractor to manufacture and deliver custom-fabricated radiator covers to various District of Columbia Public Schools (“DCPS”) for installation in Pre-K to Grade 5 classrooms, as well as certain multipurpose classrooms. In general, the selected contractor will be required to: (i) inventory and measure the radiators in each OPEFM specified classroom; (ii) custom-fabricate covers for those radiators; and (iii) coordinate delivery of the radiator covers to an OPEFM specified contractor for installation.

The Contractor shall provide all necessary labor, materials, transportation and equipment, as required, to complete the project. **Attachment A** provides the locations and estimated number of the radiators on this project. Please note that these locations and the estimated number of radiators may vary slightly.

Although this Scope of Work identifies specific elements of work to be included, it is the Contractor’s responsibility to provide any and all elements, which are incidental to the functioning of the work to be provided.

B.1.1 Initial Inventory and Assessment

Within five (5) days after issuance of a notice to proceed, the selected Contractor shall begin to inventory and assess the radiators in the OPEFM designated classrooms. The Contractor will be responsible for measuring the radiators and noting any specific cut-outs required for pipes, etc. Contractor shall forward the results of the inventory and assessment to the Office. The final dimensions of each radiator cover shall be sufficient to allow the maximum amount of heat transfer into the room while preventing accidental contact with the radiator or accessories.

B.1.2 Submission of Shop Drawings

Once the Contractor has made the initial inventory and assessment and forwarded the results to the Office, the Contractor shall prepare shop drawings of the different sizes of radiator covers to be used on this Project and submit such drawing to the Office for its approval. The new covers shall be similar in design to existing with the features as indicated below.

B.1.3 Fabrication and Specifications

Once the Office has approved the shop drawings, the selected Contractor shall begin manufacturing the radiator covers. The radiator covers shall be fabricated with a minimum 14 gauge sheet metal and shall have a wire mesh front with a minimum of 14 gauge sheet metal. The cover shall be floor standing with cut out vents at the bottom to allow air to flow up through

the cover and be capable of being secured to the floor and wall to prevent unauthorized access to the radiator and prevent easily moving or manipulating the position of the cover.

The radiator covers shall be fabricated with rounded corners to the top and sides and finished to prevent rough edges and splinters. The top surface of the radiator cover shall be insulated. The surface shall be powder coated or similar and the final color shall be determined by the OPEFM project manager. Access doors, each with a tamperproof locking device, shall be provided for operation and maintenance of the shut-off valve and the steam trap. Cut-outs shall be provided as required for pipes, baseboards, and other accessories in the vicinity of the radiator.

The radiator covers shall be manufactured in a proper workmanlike manner. All materials, finishes and hardware selected shall consider ease of maintenance and high durability.

B.1.4 Delivery

Once fabrication of the radiator covers is complete, the selected Contractor shall coordinate with OPEFM's program manager, OPEFM's designated installation contractor, and the school principals the delivery of the radiator covers to the appropriate DCPS facilities. The contractor shall bear the risk of loss until such time as the radiator covers are received by OPEFM's installation contractor.

B.2 Coordination with DCPS

The Contractor will be required to coordinate its work with DCPS school activities. The work will be performed during the school year, and the Contractor may be required to work after hours or on weekends and holidays so as to not adversely impact educational activities. The Contractor will be required to develop work plans that are coordinated with and acceptable to the school principals.

B.3 Licensing, Accreditation and Registration

The contractor and all of its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

B.4 Conformance with Laws

It shall be the responsibility of the contractor to perform under the contract in conformance with the Office's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

B.5 Walsh-Healey Public Contracts Act

The Walsh-Healey Public Contracts Act is applicable to this Project. As such, the contractor and its trade subcontractors shall comply with the wage and reporting requirements imposed by that Act.

B.6 Time is of the Essence

Time is of the essence with respect to the contract. As such, the contractor must dedicate such personnel and other resources as are necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

SECTION C ECONOMIC INCLUSION

C.1 Preference for Small, Local, and Disadvantaged Business Enterprises

General: Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Offerors that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, or being a local business enterprise with its principal office located in an enterprise zone. (A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.) In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror's proposal:

- Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- Ten (10) points shall be awarded if the Offeror is certified as having a longtime resident business.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.

Offerors may qualify for more than one of these categories, so that the maximum number of points available under this section is 12 points.

Information: For information regarding the application process, contact the Department of Small and Local Business Development at the following address or telephone number:

Department of Small and Local Business Development
One Judiciary Square Building
441 4th Street, NW, 9th Floor
Washington, DC 20001
(202) 727-3900 (Telephone Number)
(202) 724-3786 (Facsimile Number)

C.2 SLDBE Participation

The Office requires that there be significant participation by business enterprises certified by the Department of Small and Local Business Development as: (i) a local business enterprise; (ii) a

small business enterprise; (iii) a disadvantaged business enterprise; (iv) having a owned resident business; (v) being a longtime business resident; or (vi) having a local business enterprise with its principal office located in an enterprise zone. Accordingly, and in addition to the preference points conferred by **Section C.1**, the Office requires that business enterprises so certified must participate in at least 50% of the development. Of this amount, 35% must be awarded to entities that are certified as either Small or Disadvantaged Business Enterprises by the District of Columbia Local Business Opportunity Commission and 20% to entities that are certified as Disadvantaged Business Enterprises. Offerors will be required to submit a Local Business Enterprise Utilization Plan with their proposals. The Utilization Plan must demonstrate how this requirement will be met and, to the extent possible at this stage in the project, should identify the specific firms that will be used and their respective roles. The Office appreciates that these goals may not be practical for this procurement as it is likely that the radiator covers will be manufactured outside of the District of Columbia. The Office encourages Offerors to consider using LSDBE contractors for shipping, field measurement, etc.

C.3 Residency Hiring Requirements for Contractors and Subcontractors

At least fifty-one percent (51%) of the Offeror's Team and every subconsultant's employees hired after the Offeror enters into a contract with the Office, or after such subconsultant enters into a contract with the Offeror, to work on this project, shall be residents of the District of Columbia.

Upon execution of the contract, the Offeror and all of its member firms, if any, and each of its subcontractors and subconsultants shall submit to the Office a list of current employees that will be assigned to the project, the date that they were hired and whether or not they live in the District of Columbia.

The Offeror shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of \$100,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES") upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of \$500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Evaluation Process

The Office shall evaluate submissions and any best and final offers in accordance with the provisions of this **Section D** and the Office's Procurement Regulations.

D.2 Evaluation Committee

Each submission shall be evaluated in accordance with this **Section D** by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the Offeror(s) whose submissions are determined by the source selection official to be the most advantageous to the Office.

D.3 [Intentionally Omitted; Was Interviews]

D.4 Proposal Evaluation

Each proposal will be scored on a scale of 1 to 100 points. In addition, Offerors will be eligible to receive up to 12 preference points as described in **Section C.1** of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 112. The contract will be awarded to the contractor with the highest evaluated score.

D.4.1 Radiator Cover Qualities & Characteristics (15 points)

The radiator covers proposed by Offerors must meet the requirements of **Attachment A**. The Office desires radiator covers that are durable, stain resistant, easy to clean and relatively easy to remove should maintenance be necessary on the radiator. Please provide a description of the radiator covers (along with pictures showing the covers installed). Proposed radiator covers that fail to meet the requirements of **Attachment A** will be deemed non-responsive. Assuming the proposed radiator covers are responsive, the Offeror will be entitled to up to fifteen (15) points based on how well they meet the goals described above.

D.4.2 Company Experience & References (15 points)

The Offeror will be evaluated based on its experience in successfully providing similar products. Each Offeror should include with its proposal a brief narrative discussion of the Offeror's history and experience as well as at least three (3) references that can vouch for the Offeror's performance. This element of the evaluation will be worth up to fifteen (15) points.

D.4.3 Management Plan & Schedule (20 points)

Each Offeror should include with its proposal a plan that describes how the Offeror intends to complete the work. Among other things, this plan should describe how the Offeror will field measure the necessary radiators, prepare shop drawings, and arrange for fabrication and delivery of the radiator covers. The plan should also include a schedule showing when key milestones will be accomplished. This element of the evaluation will be worth up to twenty (20) points.

D.4.4 Cost (45 points)

The Offeror should bid a unit rate for a radiator cover that is approximately 4 feet long, 2.5 to 3 feet tall, and 9 inches deep. Offeror's unit rate should include the manufacturing and delivery of the radiator covers FOB for installation by OPEFM's specified contractors. For purposes of this bid, Offeror should assume a total approximate number of radiator covers as specified on **Attachment A**. Each unit rate bid by the Offeror should include sufficient funding to cover all of the costs necessary to fully complete the Project, including, but not limited to, labor, materials, site visits to measure and inventory the radiator covers, insurance and bonding, home office overhead and profit. This element of the evaluation is worth up to forty five (45) points.

D.4.5 LSDBE Compliance/Utilization (5 points)

The Office desires the selected contractor to provide the maximum level of participation for Local, Small and Disadvantaged Business Enterprises as well as employment opportunities for District of Columbia residents. Offerors will be evaluated in light of their demonstrated experience in meeting such goals and their proposed LSDBE Utilization Plan. This factor of the evaluation will be worth up to five (5) points.

SECTION E PROPOSAL ORGANIZATION AND SUBMISSION

This section outlines specific information necessary for the proper organization and manner in which Offerors' Proposals should be proffered. References are made to other sections in this RFP for further explanation.

E.1 Submission Identification

Submissions shall be proffered in an original and six (6) copies. The Offeror's submission shall be placed in a sealed envelope conspicuously marked: "Proposal for Radiator Covers for the D.C. Office of Public Education Facilities Modernization."

E.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

D.C. Office of Public Education Facilities Modernization
Att'n: J.W. Lanum
2400 East Capitol Street, SE
Washington, D.C. 20003
Phone: (202) 698-7700

E.3 Date and Time for Receiving Submissions

Submissions shall be received no later than 5:00 pm E.D.T., on October 30, 2008. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

E.4 Submission Size, Organization and Offeror Qualifications

All submissions shall be submitted on 8-1/2" x 11" bond paper and typewritten. Telephonic, telegraphic, and facsimile submissions shall not be accepted. The Office is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The submission shall be organized as follows:

E.4.1 Bid Form

Each Offeror shall submit a bid form substantially in the form of **Attachment B**. Material deviations, in the opinion of the Office, from the bid form shall be sufficient to render the proposal non-responsive.

E.4.2 Disclosure Form

Each Offeror shall submit a Disclosure Statement substantially in the form of **Attachment C**.

E.4.3 Executive Summary

Each Offer should provide a summary of no more than three pages of the information contained in the following sections.

E.4.4 General Team Information and Firm(s) Data

Each Offeror should provide the following information for the principal contractor firm and each of its subconsultants.

- A. Name(s), address(es), and role(s) of each firm (including all sub-consultants)
- B. Firm profile(s), including:
 - i. Age
 - ii. Firm history(ies)
 - iii. Firm size(s)
 - iv. Areas of specialty/concentration
 - v. Current firm workload(s) projected over the next six months
- C. Description of the team organization and personal qualifications of key staff, including:
 - i. Identification of the single point of contact for the contractor.
 - ii. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the team.
 - iii. Resumes for each key participant on the team, including definition of that person's role, relevant project experience, and current workload over the next six months.

E.4.5 Relevant Experience and Capabilities

- A. Detailed descriptions of no more than eight (8) projects that best illustrate the team's experience and capabilities relevant to this project. On each project description, please provide all of the following information in consistent order:
 - i. Project name and location

- ii. Name, address, contact person and telephone number for owner reference
- iii. Brief project description including
- iv. Identification of personnel involved in the selected project who are proposed to work on this project

E.4.6 Project Management Plan

Each Offeror should submit a Project Management Plan that addresses the issues set forth in Section D.4.5 of this RFP.

E.4.7 Cost Information

The Offeror should submit the Bid Form in substantially the form of **Attachment B**.

E.4.8 Local Business Utilization Plan

Each Offeror must submit a proposed Local Business Utilization Plan that identifies the specific certified business enterprises that will participate in the contract and their anticipated roles. In addition, each Offeror should provide: (i) a narrative description of similar projects and the Offeror's success in meeting such goals; and (ii) a chart, in summary form, that identifies the Offeror's major public projects over the last five years and its success in achieving such goals (creativity should be displayed regarding joint-venture and subcontractor agreements).

E.4.9 Tax Affidavit

Each Offeror must submit a tax affidavit substantially in the form of **Attachment D**. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government.

SECTION F BIDDING PROCEDURES & PROTESTS

F.1 Contact Person

For information regarding this RFP please contact:

Thomas D. Bridenbaugh
Leftwich & Ludaway, LLC
1400 K Street, NW
Suite 1000
Washington, D.C. 20005
Phone: (202) 434-9100
Facsimile: (202) 783-3420

Any written questions or inquiries should be sent to Thomas Bridenbaugh at the address above.

F.2 Preproposal Conference

A preproposal conference will be held on October 21, 2008 at 10:30 a.m. The conference will be held at the RFK Stadium (Lot 5, Gate A entrance). Interested Offerors are strongly encouraged to attend.

F.3 Explanations to Prospective Offerors

Each Offeror should carefully examine this Request for Proposals and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Office that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding.

Requests should be directed to Thomas Bridenbaugh at the address listed in Section F.1 no later than the close of business on October 27, 2008. The person making the request shall be responsible for prompt delivery.

F.4 Protests

Protests shall be governed by Section 3934 of the Office's Procurement Regulations (5 DCMR § 3934). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was incorporated into the

RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering submissions. In all other cases, a protester shall file the protest within seven (7) days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Office's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Office by obtaining written and dated acknowledgment of receipt from the Office's CCO. Protests received by the Office after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This section is intended to summarize the bid protest procedures and is for the convenience of the Offerors only. To the extent any provision of this section is inconsistent with the Procurement Regulations, the more stringent provisions shall prevail.

F.5 Contract Award

This procurement is being conducted in accordance with the provisions of Section 3914 of the Office's Procurement Regulations (5 DCMR § 3914).

F.6 Retention of Submissions

All submissions shall be retained by the Office and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the submissions shall become the property of the Office and the Office shall have the right to distribute or use such information as it determines is necessary.

F.7 Examination of Submissions

Offerors are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this RFP. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification.

F.8 Late Submissions: Modifications

- A. Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered.
- B. Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in F.8.A stated above.
- C. The only acceptable evidence to establish the time of receipt at the Office's office is the time-date stamp of such installation on the submission wrapper or other documentary evidence of receipt maintained by the installation.

- D. Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the Office may be considered at any time it is received and may be accepted.
- E. Submissions shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of submissions.

F.9 No Compensation for Preparation of Submissions

The Office shall not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

F.10 Rejection of Submissions

The Office reserves the right, in its sole discretion:

- A. To cancel this solicitation or reject all submissions.
- B. To reject submissions that fail to prove the Offeror's responsibility.
- C. To reject submissions that contain conditions and/or contingencies that in the Office's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- D. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- E. To take any other action within the applicable Procurement Regulations or law.
- F. To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

F.11 Limitation of Authority

Only a person with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

SECTION G INSURANCE REQUIREMENTS

G.1 Required Insurance

The contractor will be required to maintain the following types of insurance throughout the life of the contract.

G.1.1 Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Five Million Dollars (\$5,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Five Million Dollars (\$5,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage.

G.1.2 Workers’ compensation and Employers Liability coverage providing statutory benefits for all persons employed by the contractor, or its contractors and subcontractors at or in connection with the Work.

G.1.3 Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

G.2 Additional Insureds

Each insurance policy shall be issued in the name of the contractor and shall name as additional insured parties the Office and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Office.

G.3 Waiver of Subrogation

All such insurance shall contain a waiver of subrogation against the Office and the District of Columbia, and their respective agents.

G.4 Strength of Insurer

All insurance shall be placed with insurers that are reasonably acceptable to the Office and with an A.M. Best’s rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed/approved to do business in the District of Columbia.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF PUBLIC EDUCATION FACILITIES MODERNIZATION
OFFICE OF FACILITIES MANAGEMENT

RADIATOR COVER ASSESSMENT

| | FACILITY | ESTIMATED NUMBER OF RADIATORS |
|----|----------------|----------------------------------|
| 1 | ADAMS ES | 89 |
| 2 | BANCROFT ES | 85 |
| 3 | BEERS ES | 11 |
| 5 | BROWNE JHS | 120 |
| 6 | BUNKER HILL ES | 23 |
| 7 | BURROUGHS ES | 65 |
| 8 | J F COOK ES | 88 |
| 9 | DAVIS ES | 19 |
| 10 | DRAPER ES | 10 |
| 11 | ELIOT JHS | 156 |
| 12 | FRANCIS JHS | 137 |
| 13 | G PATTERSON MS | 91 |
| 14 | GARFIELD ES | 71 |
| 15 | HEARST ES | 34 |
| 16 | HYDE ES | 27 |
| 17 | JANNEY ES | 0 |
| 18 | JEFFERSON JHS | 42 |
| 19 | KENILWORTH ES | 0 |
| 20 | KETCHAM ES | 22 |
| 21 | KIMBALL ES | 12 |
| 22 | KRAMER JHS | 119 |
| 23 | LANGDON ES | 65 |
| 24 | MAURY ES | 84 |
| 25 | MURCH ES | 98 |
| 26 | PEABODY ES | 70 |
| 27 | POWELL ES | 33 |
| 28 | ROSS ES | 35 |
| 30 | S HOBSON MS | 107 |
| 31 | SHEPHERD ES | 8 |
| 33 | SMOTHERS ES | 80 |
| 34 | STANTON ES | 8 |
| 36 | STODDERT ES | 51 |
| 38 | TURNER ES | 26 |
| 39 | N THOMAS ES | 27 |
| 40 | TRUESDELL ES | 11 |
| | | |
| | TOTAL | 1,924 |

Attachment B

[Contractor's Letterhead]

[Insert Date]

District of Columbia Office of Public Education Facilities Modernization
2400 East Capitol Street, SE
Washington, D.C. 20003

Att'n: Mr. Allen Y. Lew
Executive Director

Reference: Request for Proposals
Radiator Covers

Dear Mr. Lew:

On behalf of [insert name of bidder] (the "Offeror"), I am pleased to submit this proposal in response to the Office of Public Education Facilities Modernization's (the "Office" or "OPEFM") Request for Proposals (the "RFP") to provide Radiator Covers for various District of Columbia Public School ("DCPS") facilities. The Offeror has reviewed the RFP and the attachments thereto, any addenda thereto, and the proposed Form of Contract (collectively, the "Bid Documents") and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit its Proposal in response to the RFP. The Offeror's proposal and Unit Rate (as defined in paragraph A) are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents. (Collectively, the proposal and the Unit Rate are referred to as the "Offeror's Bid".)

The Offeror's Bid is as follows:

A. The Unit Rate for Radiator Covers as specified in the RFP is: \$ _____

The Offeror acknowledges and understands that the Unit Rate is a firm, fixed price per radiator cover to fully complete the work described in the RFP and that such amount includes funding for work which is not described in the RFP but which is reasonably inferable from the RFP.

The Offeror's Bid is based on and subject to the following conditions:

1. The Offeror agrees to hold its proposal open for a period of at least sixty (60) days after the date of the bid.
2. Assuming the Offeror is selected by the Office and subject only to the changes requested in paragraph 5, the Offeror agrees to enter into a contract with the Office on the terms and conditions described in the Bid Documents within ten (10) days of the notice of the award.
3. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror's Bid.

The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's Bid.

4. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.

5. The Offeror's proposal is subject to the following requested changes to the Form of Contract: [INSERT REQUESTED CHANGES. OFFERORS ARE ADVISED THAT THE CHANGES SO IDENTIFIED SHOULD BE SPECIFIC SO AS TO PERMIT THE OFFICE TO EVALUATE THE IMPACT OF THE REQUESTED CHANGES IN ITS REVIEW PROCESS. GENERIC STATEMENTS, SUCH AS "A MUTUALLY ACCEPTABLE CONTRACT" ARE NOT ACCEPTABLE. OFFERORS ARE FURTHER ADVISED THAT THE OFFICE WILL CONSIDER THE REQUESTED CHANGES AS PART OF THE EVALUATION PROCESS.]

6. The Offeror hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or subconsultant that is certified by the District of Columbia Office of Department of Small and Local Business Enterprises as a Local, Small, Resident Owned or Disadvantaged Business Enterprise (collectively, "LSDBE Certified Companies") from participating in the work if another company is awarded the contract.

7. This bid form and the Offeror's Bid are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Sincerely,

By: _____

Name: _____

Its: _____

Attachment C

The Offeror and each of its principal team members, if any, must submit a statement that discloses any past or present business, familiar or personal relationship with any of the following individuals:

A. D.C. Office of Public Education Facilities Modernization

| | |
|---------------|-------------------------|
| Allen Y. Lew | Executive Director |
| Warren Graves | Chief of Staff |
| Bert Molina | Chief Financial Officer |
| Scott Burrell | General Counsel |

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

B. Leftwich & Ludaway

Thomas D. Bridenbaugh

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

C. Brailsford & Dunlavey
McKissack & McKissack

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

This is to certify that, to the best of my knowledge and belief and after making reasonable inquiry, the above represents a full and accurate disclosure of any past or present

business, familiar, or personal relationship with any of the individuals listed above. The undersigned acknowledges and understands that this Disclosure Statement is being submitted to the False Claims Act and that failure to disclose a material relationship(s) may constitute sufficient grounds to disqualify the Offeror.

OFFEROR:

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT D

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF TAX AND REVENUE**



TAX CERTIFICATION AFFIDAVIT

THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.

Date: _____

Name of Organization/Entity: _____

Address: _____

Business Telephone No.: _____

Principal Officer:

Name: _____ Title: _____

Soc. Sec. No.: _____

Federal Identification No.: _____

Contract No.: _____

Unemployment Insurance Account No.: _____

I hereby certify that:

1. I have complied with the applicable tax filing and licensing requirements of the District of Columbia.
2. The following information is true and correct concerning tax compliance for the following taxes for the past five (5) years:

| | Current | Not Current | Not Applicable |
|--------------------------|---------|-------------|----------------|
| District: Sales and Use | () | () | () |
| Employer Withholding | () | () | () |
| Ball Park Fee | () | () | () |
| Corporation Franchise | () | () | () |
| Unincorporated Franchise | () | () | () |
| Personal Property | () | () | () |
| Real Property | () | () | () |
| Individual Income | () | () | () |

The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities. The penalty for making false statements is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code § 47-4106.

This affidavit must be notarized and becomes void if not submitted within 90 days of the date notarized.

Signature of Authorizing Agent

Title

Print Name

Notary: DISTRICT OF COLUMBIA, ss:

Subscribed and sworn before me this _____ day of _____ Month and Year

Notary Public: _____

My Commission Expires: _____